

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 71
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0041	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 18 Jun 2003	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352 KAREN GUTMAKER 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-1403		CODE N65540 TEL: 215-897-1562 FAX: 215-897-7994	8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
<b>SOLICITATION</b>					
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG 4, 5001 S. Broad</u> until <u>16 00</u> local time <u>04 Aug 2003</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME KAREN B. GUTMAKER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1562		C. E-MAIL ADDRESS GutmakerKB@nswccd.navy.mil
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<b>OFFER (Must be fully completed by offeror)</b>					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO. DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Engineering and Technical Support services for Research and Development, New Designs, Construction, Conversions, Modernization, and Fleet Support. 1,355,000 Labor Hours	1	Lot		
ESTIMATED COST FIXED FEE TOTAL EST COST + FEE					_____
0002	Technical Data in accordance with the attached DD Form 1423, Contract Data Requirements List	1	Lot	*NSP	NSP
0003	Support Costs			NOT TO EXCEED AMOUNT	\$9,325,000.00
0003AA	Material	1	Lot	ESTIMATED AMOUNT	\$4,125,000.00
0003AB	Travel	1	Lot	ESTIMATED AMOUNT	\$5,000,000.00
0003AC	Subcontracting	1	Lot	ESTIMATED AMOUNT	\$ 100,000.00
0003AD	Specialized Services	1	Lot	ESTIMATED AMOUNT	\$ 100,000.00

\*NSP – Not Separately Priced

THE ORDERING PERIOD SHALL BE 54 MONTHS AFTER DATE OF CONTRACT.

THE PERIOD OF PERFORMANCE SHALL BE 60 MONTHS AFTER DATE OF CONTRACT.

**NOTE: SubCLINs 0003AC and 0003AD are meant to provide for subcontracting/specialized services not specifically identified at the time of submission of the original proposal (such as SUBSAFE services) which may subsequently be required after contract award. Offerors proposing to team with subcontractors to meet stated personnel requirements must**

**include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.**

#### LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 1,355,000 man-hours of direct labor. The estimated composition of the 1,355,000 man-hours of direct labor is as follows:

\* DENOTES KEY PERSONNEL

<u>LABOR CATEGORY</u>	<u>BASE YEAR</u>	<u>YEAR I</u>	<u>YEAR II</u>	<u>YEAR III</u>	<u>YEAR IV</u>
Program Manager*	21,000	21,000	21,000	21,000	21,000
Project Engineer*	30,000	30,000	30,000	30,000	30,000
Senior Engineer*	20,000	20,000	20,000	20,000	20,000
Junior Engineer	20,000	20,000	20,000	20,000	20,000
Engineer*	30,000	30,000	30,000	30,000	30,000
Systems Analyst*	10,000	10,000	10,000	10,000	10,000
Logistician	14,000	14,000	14,000	14,000	14,000
Configuration Management Specialist	18,000	18,000	18,000	18,000	18,000
Senior Engineering Technician*	20,000	20,000	20,000	20,000	20,000
Junior Engineering Technician	20,000	20,000	20,000	20,000	20,000
Computer Science Engineer	30,000	30,000	30,000	30,000	30,000
Computer Programmer	10,000	10,000	10,000	10,000	10,000
Software Technician	10,000	10,000	10,000	10,000	10,000
Draftsman	15,000	15,000	15,000	15,000	15,000
Word Processor	3,000	3,000	3,000	3,000	3,000
TOTAL HOURS	271,000	271,000	271,000	271,000	271,000

**NOTE:** THE GOVERNMENT SHALL ELECT TO AWARD A SINGLE CONTRACT OR TO AWARD MULTIPLE CONTRACTS FOR THE SAME OR SIMILAR SERVICES TO TWO OR MORE SOURCES

**NOTE:** IN ACCORDANCE WITH PARAGRAPH (B) OF CLAUSE 52.216-22 ENTITLED "INDEFINITE QUANTITY", THE MINIMUM AMOUNT GUARANTEED TO THE SINGLE AWARDEE IS \$500,000.00. IN THE EVENT OF MULTIPLE AWARDS THE MINIMUM AMOUNT GUARANTEED WILL BE DISTRIBUTED AMONG THE CONTRACTS AWARDED. THE MAXIMUM AMOUNT IS THE TOTAL AMOUNT FOR ALL CLINS ON EACH CONTRACT AWARDED.

#### **ORDERING PROCEDURES**

A. The following procedures apply to ordering individual delivery orders under the contract resulting from this solicitation:

1. The Naval Surface Warfare Center, Carderock Division, Philadelphia (NSWCCD-SSES) is the issuing activity authorized to issue subsequent delivery orders. Orders shall be placed by written agreement only. All orders shall contain the date of order, contract number and delivery order number, description of the scope of work to be accomplished, material, specialized services and travel costs and estimated level of effort (labor hours),

estimated cost plus fixed fee, performance date, place of performance, accounting/appropriation data and any other pertinent information.

2. No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.

3. Except as provided for in paragraph 4 below, for orders issued under multiple delivery order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500.00 pursuant to FAR 16.505(b). The Contracting Officer shall, in making decisions in the award of any individual delivery orders, consider factors such as past performance, or earlier tasks under the multiple award contract, potential impact of other orders placed with the contractor, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery order to an awardee under the contract.

4. The procedures for selecting awards for the placement of individual delivery orders need not comply with the competition requirements specified under FAR, Part 6, however; fair opportunity shall be given to all awardees prior to placing each order. Formal evaluation plans or scoring of quotes or offers shall not be required. Naval Surface Warfare Center, Carderock Division, Philadelphia may choose to use streamline procedures when selecting a delivery order awardee.

5. The contract resulting from this solicitation shall be an Indefinite Quantity, Indefinite Delivery, Cost-Plus-Fixed-Fee type contract, therefore the Contracting Officer shall solicit offers from at least two companies in order to satisfy adequate price competition, however the Contracting Officer need not contact each of the multiple awardees under the contract before selecting a delivery order awardee if the Contracting Officer has information to ensure that each awardee is provided a fair opportunity to be considered for each order.

6. Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer determines that

a. the agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

b. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

c. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

d. It is necessary to place an order to satisfy a minimum guarantee.

7. The Naval Surface Warfare Center, Carderock Division, Supply Officer shall be responsible for reviewing complaints from contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

## SECTION C Descriptions and Specifications

**STATEMENT OF WORK****1.0 SCOPE**

The Contractor in accordance the statement of work herein, and individual delivery orders issued within the scope of this statement of work, shall provide engineering and technical work described herein in support of the Carderock Division of the Naval Surface Warfare Center.

The engineering and technical work applies to research and development, new designs, construction, conversions, modernization, and fleet support of all surface ships and submarines under Navy cognizance including work performed under Navy cognizance for other U.S. Government agencies or foreign countries.

The work also applies to special studies and programs in the naval engineering field as well as development and update of technical directives, standards, specifications, design data sheets, instructions, and drawings under the cognizance of the Naval Surface Warfare Center, Carderock Division (NSWCCD).

Work will be accomplished as specified in written delivery orders (DD Form 1155s) and will encompass the following fields and disciplines of Naval Engineering:

**1.1 Deck and Replenishment Systems**

- Amphibious, boat, vehicle, and cargo handling systems
- Aircraft support systems
- Ocean engineering and ship handling systems
- Underway replenishment systems and components
- Anchoring, towing, and moorings systems

**1.2 Deck machinery and Hull Outfitting**

- Elevators, (cargo, weapons, stores, personnel, aircraft)
- Weapons and ordnance handling
- Cranes (boat, aircraft, missile repair)
- Boat handling equipment (booms, winches, davits, cradles)
- Mien sweeping and mine hunting handling equipment
- Conveyors – all types
- Amphibious assault subsystems (stern gates, ramps, hoists monorails)
- Doors, hatches, scuttles, closures
- Non structural bulkheads
- Submarine weapon launch and handling
- Hull Outfit and fittings
- Magazine storage arrangements and fittings

**1.3 Propulsion Systems**

- Steam generation & support systems
- Steam turbines
- Marine Gas Turbines
  - Engines
  - Modules, enclosures, and related equipment
  - Performance and condition monitoring
  - Lube oil, fuel, bleed air systems, and components
  - Intercooled and recuperative engines (ICR)
- Diesel Engines – all speeds
- Other internal combustion engines

- Reduction Gears- all types
  - Shafting systems
  - Couplings, clutches, and brakes
  - Shaft seals
  - Bearings
  - Greases, hydraulic fluids, and lube oils
  - Propellers & propulsors – all types
  - Machinery space arrangements
  - Propulsion plant analyses
  - Electric drive systems and associated machinery
  - Propulsion Operating Guides (POG)
  - Engineering Operating Sequencing Systems (EOSS)
  - Improved Performance Machinery Program (IPMP) components
- 1.4 Auxiliary Systems
- Heating, Ventilation, and Air Conditioning (HVAC) systems
  - Life Support systems
  - Refrigeration systems
  - Cryogenic and gas processes
  - Fluid systems and components
  - Pumps – all types, all applications
  - Compressors and lowers
  - Air systems – all pressures, all applications
  - Valves, fittings, and piping
  - Fasteners
  - Heat exchangers – all types, all applications
  - Cargo (petroleum, oils and lubricants) and ship's fuels systems and Components )
  - Water desalination
  - SUBSAFE systems and components
  - Ocean engineering systems
- 1.5 Electrical
- Electrical distribution systems and equipment
  - Lighting systems
  - Electrical fixtures
  - Cable sand insulation
  - Protective devices
  - Generators
  - Electrical power conversion equipment
  - Motors
  - Magnetic defense (including shore measurement and degaussing)
  - Cathodic protection
  - Batteries
  - Internal communications
  - Electrical system analyses, including harmonics
  - Electrical component installation methods
- 1.6 Control Systems
- Ship control hydraulic systems
  - Steering
  - Diving
  - Fin stabilizers
  - Bow thrusters and position keeping systems
  - Control surfaces (planes, rudders, fins propellers)

- Simulator/stimulator systems
  - Trainer systems and components
  - Sensors
  - Instrumentation
  - Actuators
  - Motor controllers
  - Integrated propulsion control systems and equipment
  - Integrated machinery control systems and equipment
  - Integrated damage control systems and equipment
  - Fiber Optics technologies
- 1.7 Damage Control and Survivability
- Fire threat hazard analysis
  - Fire and smoke spread modeling
  - Fire suppression systems and procedures
  - Acoustic and non-acoustic signature reduction systems and procedures
  - Passive fire protection
  - Fire fighting doctrine, tactics, and procedures
  - Forensic investigation of major shipboard fires, catastrophes and casualties
  - Flooding control
  - Damage prevention
  - Stability assessment
  - Acoustic and non-acoustic signature assessment
  - Personnel protection
  - Systems reconfiguration and repair
  - Damage control training support
  - Personnel protective equipage (PPE)
  - Wash down systems
- 1.8 Ship Structures
- Shell plating
  - Underwater stanchions
  - Framing for shell plating and inner bottoms
  - Structural bulkheads
  - Decks and platforms
  - Superstructure
  - Shaft struts
  - Exhaust gas uptake and stacks
  - Protective plating
  - Masts and spars for surface ships
  - Foundations
  - Submarine/submersible pressure hull structure
  - Submarine/submersible non-pressure hull structure
- 1.9 Ship Specifications and Standards
- General Specifications for Ships of the U.S. Navy (GENSPEC)
  - General Specifications for Overhaul of Surface Ships
  - General Specifications for Overhaul of Submarines
  - Military Specifications (MILSPEC)
  - Federal Specifications (FEDSPEC)
  - Military Standards (MILSTD)
  - Federal Standards (FEDSTD)
  - Design Data Sheets (DDS)
  - Standard and Type drawings

#### 1.10 Integrated Logistic Support

- Maintenance planning
- Support and test equipment
- Supply support
- Packaging, handling, storage and transportation
- Technical data, including drawings and provisioning technical documentation (PTD)
- Technical publications
- Facilities
- Personnel and training
- Computer aided Acquisition Logistic Support (CALS)

#### 1.11 Materials

- Metallic material; including steel, high strength steels, titanium, aluminum, exotic metals
- Castings
- Forgings
- Welding, mechanical fastening, and allied joining processes
- Non-destructive Evaluation/Testing (NDE/NDT)
- Alloy development and steel processing
- Fabrication
- Stress and fracture mechanics
- Radiography, ultrasonic, and eddy current testing
- Non-metallic materials; including plastics, elastomers, composites, wood, ceramics, fibrous glasses, foams
- Damping systems
- Transmission loss treatments
- Insulation systems
- Fabrics and coverings
- Fuels, lubricants, and chemicals
- Chemical formulations and analyses
- Materials, fire, smoke, and toxicity studies
- Asbestos elimination

#### 1.12 Reliability Maintainability, and Quality

- Reliability Maintainability, and Availability (RMA) analysis
- Operational Availability (Ao) determination
- Mission scenarios/design reference missions
- TIGER computer simulation program
- Readiness assessment
- Material Readiness Data Base (MRDB)
- Material Readiness Improvement Program (RIP)
- Material Readiness Based Sparing (RBS)
- Statistical process control
- Quality assurance engineering
- Quality audits/surveys/reviews
- Qualified Services Lists (QSL)
- Qualified Products List (QPL)

#### 1.13 Naval Architecture

- Hull form
- Stability
- Weights
- Mass properties
- General Arrangements



Habitability

Manning

- Human Factors engineering and system safety
- Hydronamic and aerodynamic performance
- Appendages
- Control surfaces
- Airflow and stack gas dispersion
- Speed-Power performance analyses
- Seakeeping and maneuvering
- Hydrodynamic loads and hydro elasticity
- Propulsor integration

#### 1.14 Environmental Engineering and Pollution Control

- Solid Waste management/treatment/handling/disposal (including plastics)
- Sewage treatment/handling/disposal
- Oily waste treatment/disposal
- Contaminated fluids
- Chlorofluorocarbons (CRCs) elimination/replacement
- PCB elimination
- Hazardous waste
- United States and international laws and regulations
- Shipboard environmental policy
- Medical waste management
- Air pollution
- Noise pollution
- Thermal pollution
- Afloat Navy occupational Safety and Health (NAVOSH) program

#### 1.15 Ship System Integration

- Computer aided design (CAD)
- Feasibility analyses
- System optimization
- System interface control
- Configuration control
- Space/compartment arrangements
- Design budget and margins
- Tradeoff studies and analyses
- Technical risk assessment

#### 1.16 Machinery Condition Assessment

- Reliability centered maintenance (RCM)
- Sensors and instrumentation
- Fiber optic
- Duty cycles
- Trend analyses
- Repair forecasting

#### 1.17 Acoustic Engineering Submarines and Surface Ship

- Ship silencing
- Noise and vibration control
- Acoustic trials
- Hull treatment and baffles
- Interior treatments

#### 1.18 Ship Habitability Systems and Equipment

Berthing  
Sanitary  
Galley  
Scullery  
Messing  
Laundry  
Dry Cleaning  
Office  
Library  
Lounge  
Wardroom Spaces

## **2.0 STATEMENT OF WORK**

The contractor, as required by individual delivery orders, shall provide non-personal engineering and technical services as described below. This work will cover naval ship engineering and technical support (both surface ships and submarines).

Feasibility Studies  
Preliminary Design  
Contract Design  
Detail Design and Drawings  
Engineering Change Proposal Development  
Material Selection and Fabrication  
Producibility Studies/Value Engineering Studies  
Survivability Studies  
Standardization/Reverse Engineering  
Independent Design Reviews  
Failure Modes and Effect Analyses  
Special Studies  
Ship Systems Integration  
Reliability/Maintainability Analyses  
Integrated Logistics Support  
Test and Evaluation  
Shipboard Installation Support  
Drawing Preparation and Review  
Modeling  
Structures  
Configuration Management  
Specifications and Standards

**2.1** The following specific requirements are provided as definition of the work described above:

a. **Feasibility Studies**

Feasibility studies provide an impact analysis of hull, mechanical and electrical systems on Navy ships and submarines with a minimum amount of data/information.

Deliverables from such studies are limited in detail/specifies and provide broad overviews and general conclusions.

Efforts will be required to gather interface data, background data and information, to analyze the impact of the desired capabilities, characteristics and features. Feasibility studies are used for both new ship designs and back fit or conversion of older ships.

Feasibility study investigations associated with hull, mechanical, and electrical (HM&E) systems are more than just the definition and identification of the impact on the systems themselves. The investigations must be comprehensive and identify changes that may affect ship size, signatures, major equipment selection, arrangements, location, and size of main equipment rooms, desired ship/system performance, or to determine services safety, manning and security requirements.

**b. Preliminary Design**

Preliminary design activity comprises the development required to provide an engineering description of the ship and each major subsystem in terms of very rough system diagrams, layout drawings, and performance characteristics. Tradeoff studies are accomplished to refine subsystem definitions and to provide a basis for the rational selection of major components. The preliminary design must achieve a complete engineering description of an integrated ship system so that the basic ship size and definition will not change during contract design.

The contractor will provide preliminary design technical and engineering support. Specific baseline requirements to be used in each preliminary design task will be defined by the issuance of the delivery order upon initiation of the design.

The following documents are typical of those that are used to define the baseline for preliminary design which may be furnished to the contractor:

- (1) Feasibility Reports
- (2) Conceptual Design Reports
- (3) Top level Requirements (TLR)
- (4) Ship Characteristics
- (5) Preliminary System Performance Requirements
- (6) Interface Requirements
- (7) Safety and Security Considerations

In the development of the preliminary design of various HM&E systems, the contractor may be tasked to perform any of the following:

- (1) Definition of baseline
- (2) Establishment of design criteria and sources
- (3) Collection of interface data, information, and requirements
- (4) Conduct studies, analyses and investigations
- (5) Preparation for design development reports
- (6) Review of interface documentation
- (7) Providing status of design development reports
- (8) Presentation of design development
- (10) Documenting the design development

**c. Contract Design**

During contract design, the results of the preliminary design must be validated. Contract design effort encompasses the preparation of the drawings and specifications required to provide an information package sufficiently detailed for negotiation of a construction contract with a shipbuilder. The quality of this product is of prime concern and the drawing and specifications must be prepared with care and checked thoroughly to ensure that they describe what is wanted clearly and concisely.

The contractor will provide contract design technical and engineering support. The various HM&E systems preliminary design deliverables, preliminary design reports, unresolved items, and Top Level Specifications and other documents, basically establish the starting point for a contract design. Shortly following the start of the contract design, a baseline is established by the Government and configuration control is initiated. This control requires formal submission and approval of any changes.

In the development of the various portions of contract designs, the contractor may be tasked to do any of the following:

- (1) Define system baseline and develop criteria
- (2) Conduct special studies
- (3) Develop study sketches, calculations notes, and study drawings
- (4) Develop contract guidance drawings
- (5) Develop specification sections and inputs to various interfacing specification sections
- (6) Develop system development change reports
- (7) Develop a master equipment list (MEL) for machinery systems
- (8) Develop configuration change requests, as necessary
- (9) Review interfacing documents and comment as requested
- (10) Participate in and assist during circulation and review of the ship specification and adjudication of comments thereto and in preparation for and assistance during ship specification reading sessions
- (11) Develop design histories
- (12) Maintain design notebooks
- (13) Develop specific design documentation and reports
- (14) Assist in the design reviews of the preliminary design effort and resolve comments and recommendations
- (15) Hold scheduled progress meetings to discuss specific problem areas

Upon receipt of a specific system review package, two distinct reviews may be required of the contractor:

- (a) Administrative – This review ascertains that the submitted system review package contains all documents required by the detail ship specifications and Contract Data Requirements List (CDRL) and that each document is properly formatted. Drawings, system descriptions, calculations, normally have format requirements in the detail ship specifications. To perform this review, a format/content check-off list is developed that could be used for each system. The list contains as individual line items, the format/content requirements from each of the detail ship specifications, identifying specification sections, page and line number(s).
- (b) Design – This review ascertains that the submitted system review package meets the technical requirements of the detail ship specifications. AS such, it is a review of the system drawings and/or calculations as developed by the design agent with respect to specific system detail ship specification sections and to interface detail ships specification sections. To perform this review, comments are provided in the form of:
  - (1) Marked up drawings
  - (2) Lists of drawing errors
  - (3) Lists of drawing omissions
  - (4) Lists of review documents errors
  - (5) Responses to special instructions

d. **Detail Design**

Detail design support for new construction lasts until the ship is completed and delivered to the Navy. It can also be defined as provision of any detail drawing support (level II drawings) throughout the life cycle of a ship.

The preliminary detail design support to be provided by the contractor will involve the review and approval (within specified timeframes) of various drawings (system diagrammatic, arrangements) and associated supporting documentation prepared by the design agent (or his subcontractors) and submitted to Naval Surface Warfare Center, Carderock Division (NSWCCD). The drawings submitted for NSWCCD review and approval by the design agent also include:

- (1) Ship builder-forwarding letter
- (2) Supervisor of Shipbuilding (SOS) forwarding letter, with or without comments
- (3) System Description

#### (4) System and equipment calculations

The following documents are used to define the base line ship for which detailed design support efforts may be required by the contractor:

- (1) Detail ship specifications with all changes (HMR's, FMR's and modifications thereto)
- (2) Contract Data Requirements List
- (3) Contract and Contract Guidance Drawings
- (4) Study Drawings (if available)
- (5) Military Standard MIL-STD-7677 and the applicable revision thereto
- (6) Contract Design Change Reports, Preliminary Design Development Reports, and/or Impact Analysis Report (if available)
- (7) Contract Design and Preliminary Design histories (if available)
- (8) Contract Design and Preliminary Notebooks (if available)

The number and type of hull, mechanical and electrical systems involved in detail design support efforts are a function of the particular ship detail specifications.

#### e. **Engineering Change Proposal Development**

During the period of detailed design development, changes and improvements of various design aspects may become necessary. These can result from directed changes in basic requirements or from discrepancies in specifications or contract design drawings. In most cases, these changes and improvements will be implemented by Engineering Change Proposal (ECP) procedures established by the ship acquisition manager.

In support of development of the detail design changes and improvements. The contractor may receive tasks to perform any of the following:

- (1) Identification, during detailed design review, if changes, and improvements that may require ECP action.
- (2) Development of preliminary ECP's for review and comment
- (3) Participation in preliminary ECP review meetings
- (4) Development of final ECP
- (5) Review of resulting detail design changes developed in response to an approved ECP

#### f. **Materials Selection and Fabrication**

Provide engineering and program support in the areas of material engineering, and materials quality assurance and reliability. Work consists of specification development and revision, evaluation of new material, recommendation/selection of material for specific applications, testing of selected materials (both destructive and non-destructive), failure analyses, and fabrication and joinh techniques, among others.

#### g. **Producibility Studies/Value Engineering Studies**

Conduct producibility and value engineering studies on various HM&E systems and equipment, identifying and evaluating alternatives in designs which could reduce construction and/or fabrication costs or time. Identify and evaluate changes in ship materials, equipment, or configuration which have potential construction cost savings and favorable impact upon weight or performance. Identify changes which would reduce maintenance burden or reduce numbers of parts thereby enhancing utility over the life cycle.

#### h. **Survivability Studies**

Develop survivability studies for hull, mechanical and electrical systems and equipment. Develop survivability/vulnerability methodology, perform ship and submarine vulnerability model studies, develop and assess shock hardening techniques, acoustic and non-acoustic signatures, investigate fire and damage control aspects as they apply to ship survivability, and weapons effects, both conventional and nuclear. As necessary, the efforts will involve consideration of ballistic effects, thermal effects, electromagnetic pulse(EMS0, nuclear air blast, underwater shock, and radiological, chemical, and biological warfare.

Investigations and studies will involve total ship survivability, system and subsystem survivability, and defense mechanisms.

i. **Standardization and Reverse Engineering**

Develop Navy-owned designs for HM&E equipment including (as appropriate) reverse engineering (forensic analysis of existing equipment for materials, fabrication techniques, dimensioning, and tolerancing). Unique designs will be produced for individual equipment or families of equipment, including but not limited to a series of fire pumps, winches, or valves with differing capacities.

j. **Independent Design Reviews**

Participate in independent design reviews involving in-depth investigation and analysis of a system, subsystem, or equipment for the purpose of identifying problem areas, technical deficiencies, and recommended design solutions. AN independent design review team is usually composed of a varied team of government employees, industry representative, and support contractors who have sufficient expertise to conduct the analyses. Reviews will encompass examination of top level requirements and specifications, reliability, maintainability, and availability data, suitability of equipment/system for intended purpose, operational characteristics, human factors, safety, cost, size, and weight. At the conclusion of an independent design review, prepare a comprehensive report of findings and recommendations including redesign proposals as appropriate.

k. **Failure Modes and Effect Analyses**

Conduct failure modes and effects analyses and prepare appropriate reports. A failure modes and effect analysis is an organized procedure for identifying, evaluating, and analyzing all known potential failure modes for the equipment/system in question, together with the causes and the proposed actions to inhibit such failures or reduce their criticality. All detection mechanisms and backup means of operation for a given failure mode shall be identified. For all single-point failure modes (where no redundancy exists in the design), any compensating provisions, such as failure indicators, fail-safe features, securing mechanisms, and alarms shall be identified. Where there are no compensating provisions, justification shall be provided for their lack or adequate compensating provisions recommended.

l. **Special Studies**

The contractor may be tasked to perform special studies on HM&E systems and equipment. These studies involve the solution of problems that degrade the operational performance of hull, mechanical and electrical systems, and relate equipment which go beyond the narrow scope of technical changes and product improvements. Solutions will consider improvements in shipboard operator/maintainer training, integrated logistic support documentation, spare parts support, and repair recommendations. Such non-technical improvements may be accomplished in conjunction with or as alternatives to product improvements. Solution development involves interim as well as long term (or final) fixed. The contractor will be required to prepare appropriate reports.

m. **Ship Systems Integration**

Perform ship systems integration. Ship systems integration is the amalgamation of the principal design products and trade-offs studies during ship design process into a design package that synthesizes all HM&E subsystems into a total ship system. In this process, all technical aspects of the design are required to be coordinated, configuration control managed, new technologies prioritized and evaluated from a risk/reward basis, and inconsistencies or incompatibilities between ship subsystems resolved. Ship system integration task may also be assigned during ship modernization and conversion.

n. **Reliability/Maintainability Analyses**

Provide support for the development, implementation, and maintenance of an engineering database consisting of equipment operating times; Reliability, Maintainability and Availability (R/M/A) data; Configuration Management and Maintenance. This effort includes collection and development of engineering data, and providing the data in reports which identify equipment configuration, repair/failure history, maintenance projections, and R&M projections. The data base is sufficiently adequate for projecting requirements for spare engines, depot repair projections, modification kit requirements, special

support equipment and systems stock planned program requirements. Develop and provide maintenance plans with schedules identifying periodic inspection and maintenance actions required by the maintenance projections.

o. **Integrated Logistic Support (ILS)**

Provide support in all areas of ILS for HM&E systems and equipment and prepare supporting documentation. ILS is the composite of all support considerations necessary to assure the effective and economical support of a system or equipment for its programmed life cycle. Logistic elements include all requirements and resources necessary to operate and maintain the system or equipment at all levels of support (organizational, intermediate, and depot). The elements to be addressed are:

- Maintenance planning;
- Support and test equipment;
- Supply support;
- Packing, handling storage transportation;
- Technical data (including drawings);
- Technical publications;
- Facilities;
- Personnel and training

p. **Test and Evaluation**

Conduct testing of ship HM&E systems and equipment. Tests may be either shore based or on board ship and are conducted for the purpose of demonstrating compliance with published specifications, drawings, and demonstrating attributes such as workmanship, alignment, strength, rigidity, tightness, and suitability for the purpose intended. During these tests, the instrumentation, and personnel to conduct each test. Appropriate documentation, test plans, test agenda, and test reports will be prepared by the contractor.

Participate in various ship trials. These trials include Acceptance Trials, Final Contract Trials, Standardization Trials, Vibration Trials, Machinery Performance Trials, Dock Trials, Shock Trials, and other special trials.

Perform specific scientific, operational, and physical test and evaluations in support of developmental items which may be the subject of specific delivery orders.

q. **Shipboard Installation Support**

Provide support for various HM&E system and equipment installations on new construction, active and inactive fleet ships. This involves on board technical support during installation with redesign and documentation revisions as appropriate. Alignment and calibration support may be involved as well as trouble-shooting and testing.

r. **Drawing Preparation and Review**

Develop and produce the following various kinds of ship design drawings in accordance with the appropriate MILSPECS and MILSTDS:

- Ship design drawings;
- Ship construction drawings;
- Selected record drawings;
- Installation control drawings;
- Ship equipment drawings (including outline drawings assembly drawings, subassembly drawings and parts lists);
- Non deviation drawings;
- Standard and type drawings;
- Project peculiar documents

Provide appropriate levels of review of any such drawings. Reviews may be required for format, technical feasibility, dimensioning and tolerancing, producibility, technical accuracy, or any combination of the foregoing.

s. **Modeling**

In support of certain engineering tasks, construct feasibility models or mock-ups of various ship systems and equipment and assemble items or developmental equipment for shipboard tests and simulations. This includes electrical bread boarding, scale study models of handling equipment, compartment arrangement models. Extensive use of computer aided design and simulation is anticipated.

t. **Structures**

Provide total spectrum ship structural design support for all phases of a total ship design including design criteria, hull loading, structural arrangements, stress analysis, scantling size, and specifications. Perform detailed structural analyses requiring a working knowledge of the following computerized structural analysis programs: NASTRAN; STRUDL; SHCP; and others.

Perform analyses in specialized structural problem areas such as floating dry dock design and certification, foundation design, material assessment, and welding analysis and certification.

Develop total ship or submarine structural design from feasibility studies through contract design. Computerize various structural design processes such as Design Data Sheets.

Provide structural support for active fleet ships and submarines including SHIPALT development, emergency damage assessment and repair recommendations, and modernization designs.

u. **Configuration Management**

The contractor shall provide technical and engineering services in support of configuration management. Configuration management is a discipline that integrates the technical and administrative actions of identifying the functional and physical characteristics of an item during its life cycle, controlling changes to those characteristics and providing information on the status of change actions. Configuration Management is comprised of three major areas of effort: identification; control and status accounting. The contractor will provide technical support for configuration management in all phases of the life cycle of a configuration item. This entails conducting configuration audits, identifying items, establishing and maintaining databases, engineering change proposal preparation and tracking, participation in technical reviews, and preparing of appropriate reports.

v. **Specifications and Standards**

Provide technical support for development of NAVSEA specifications and standards documentation including General Specifications for Ships of the U.S. Navy (GENSPECS), Ship Specifications (based upon GENSPEC extraction), equipment specs, DOD standardization documents (MILSTD/DODSTD), NAVSES Standard and Type drawings, Design Data Sheets, & Ship Design Standards.

The support will require performing engineering analyses of technical feedback documents, preparing specifications section proposed amendments, maintaining data files, and technical review for consistency and coverage.



SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5      Inspection Of Services Cost-Reimbursement  
252.246-7000    Material Inspection And Receiving Report

APR 1984  
MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I  
52.247-34 F.O.B. Destination

APR 1984  
NOV 1991

**PERIOD OF PERFORMANCE AND ORDERING PERIOD**

Period of Performance: The period of performance for this contract is 60 months from the date of contract award.

Ordering Period: The ordering period for this contract is 54 months from the date of contract award.

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor\* at the following address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_.

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",  
 \_\_\_\_\_ is required with each invoice submittal.  
  X   is required only with the final invoice.

- \_\_\_\_\_ is not required.
- (f) A Certificate of Performance  
      X   shall be provided with each invoice submittal.  
    \_\_\_\_\_ is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-17	Interest	JUN 1996

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998



252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 54 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from date of contract award.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments* --

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed.

For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

- (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
  - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--
- (1) Paragraphs (a)(2), (a)(3), (a)(4(ii)), (a)(4(iii)), and (a)(5)(i) do not apply;
  - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30<sup>th</sup> day after the designated billing office receives a proper invoice; and
  - (3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.
- (End of Clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.



(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)**

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing

this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_."

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.



(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**  
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii)

subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any FAR/DFARS (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

- (a) The COR for this contract is: To Be Determined

Name:

Mailing Address:

Code:

Telephone No.:

- (b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).
- (c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

- (a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

- (b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer

receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [ \* ] inclusive of fee. It is estimated that these funds will cover the cost of performance through [ \*\* ]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [ \* ] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

\* enter the amount which is currently available for payment

\*\* enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-II0 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Anita Nocton/Code 3352  
NSWCCD-SSES  
5001 South Broad Street  
Philadelphia, PA 19112-1403  
215.897.7388

SECTION J List of Documents, Exhibits and Other Attachments

ATTACHMENTS

ATTACHMENT 1 – CONTRACT DATA REQUIREMENTS LIST DD FORM 1423

ATTACHMENT 2 – CONTRACT SECURITY CLASSIFICATION SPECIFICATION DD FORM 254

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.



(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$15.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

##### (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

##### (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

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(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_



## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.233-2	Service Of Protest	AUG 1996
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR/DFARS (48 CFR Chapter \_\_\_\_ ) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracting labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) **OTHER** - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) **FEE** - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

#### CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	5
Cost Proposal	1	2

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost and technical proposals' spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost and technical proposals.

#### (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

#### (2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

#### **ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATION MUST BE INCLUDED IN A COVER LETTER TO THE TECHNICAL PROPOSAL.**

Offerors are not encouraged to take exceptions to this solicitation. Any exceptions taken to the specifications, terms, and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the related section of the Technical Proposal. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work

may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (5) sections, and shall address in detail the following information:

## SECTION 1 - INTRODUCTION

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

The factors detailed below will be evaluated by the EC.

## SECTION 2 - PERSONNEL

Offerors will be required to submit resumes for key personnel. The required minimum number of key personnel resumes will be 10. One resume cannot be submitted for more than two (2) labor categories. The offerors shall use the following format for written key personnel resumes:

<p>Labor Category</p> <p>Name:</p> <p>Security Clearance:</p> <p>Current Employer:</p> <p>Education/Training: (list any diplomas and/or degrees obtained, institution, year obtained)</p> <p>Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)</p> <p>Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)</p> <p>References: (provide two (2) verifiable references from government or commercial customers with extensive knowledge of the individual on projects of similar size and scope of effort. Names, organization, phone numbers, and e-mail addresses should be provided.)</p> <p>Signature/Date: (key personnel shall sign and date the resume)</p>
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Personnel will be evaluated in terms of experience, education and training as stated in the qualifications listed in the labor categories listed below, **and specific experience directly related to the task statements in the Scope of Work paragraphs 2.1.a through 2.1.v.**

### Minimum Qualifications

The minimum qualifications for the respective labor categories are as follows.

- (a) Program Manager \*: The Program Director shall have a bachelor's degree in engineering from an accredited college or university and a minimum of twenty years experience in the operation, maintenance, design, or testing of US Navy ships Hull, Mechanical, and Electrical (HM&E) equipment of which ten years must have been at the program management level. Experience with Navy maintenance strategies and Navy maintenance systems. Detailed knowledge of US Navy organizations, their functions, and their responsibilities.
- (b) Project Engineer \*: The Project Engineer shall have a bachelor's degree in engineering from an accredited college or university and have a minimum of fifteen years experience in the operation, maintenance, and in-service testing of Naval shipboard HM&E equipment. The last five years of this experience must be directly related to the SOW. Demonstrated experience managing projects similar in scope, magnitude, and complexity, as those listed in the SOW is mandatory. The educational

requirements may be satisfied with an additional ten years of experience and knowledge of US Navy organizations, their functions, and their responsibility.

- (c) Senior Engineer \*: The Senior Engineer shall have a bachelor's degree in engineering from an accredited college or university and a minimum of ten years experience in the design, operation, maintenance or testing of HM&E equipment. Experience in the development of technical documentation utilizing military specifications and standards. Knowledge of US Navy organizations, their functions and their responsibility. Minimum of three years supervisory experience.
- (d) Junior Engineer: The Engineer shall have a bachelor's degree in engineering from an accredited college or university and a minimum of three years experience in the design, operation, maintenance, or testing of US Naval ship's HM&E equipment. Experience in mathematical modeling of, or trending performance of shipboard equipment or systems. Experience in the development of technical documentation utilizing military standards and specifications.
- (e) Engineer \*: The Engineer shall have a bachelor's degree in engineering from an accredited college or university and a minimum of six years experience in the design, operation, maintenance, or testing of US Naval ship's HM&E equipment. Experience in mathematical modeling of, or trending performance of shipboard equipment or systems. Experience in the development of technical documentation utilizing military standards and specifications.
- (f) Systems Analyst \*: The System Analyst shall have a bachelor's degree from an accredited college or university and a minimum of six years experience in tasks directly related to the SOW. This experience in the design, operation, maintenance, or testing of US Naval ship's HM&E equipment. Experience in mathematical modeling of, or trending performance of shipboard equipment or systems. The educational requirements may be satisfied with an additional eight years of experience directly related to the design, operation, maintenance, or testing of US Naval ship's HM&E equipment.
- (g) Logistician: The Logistician should have a high school diploma and be a graduate of military schools which have provided and in-depth knowledge of naval shipboard systems maintenance and operation. Must demonstrate five years experience in the development of Integrated Logistics Support of systems and equipment directly related to the SOW.
- (h) Configuration Management Specialist: The Configuration Management Specialist should have a high school diploma and be a graduate of military schools which have provided an in-depth knowledge of naval shipboard systems maintenance and operation. Must have five years experience with the use and development of Configuration Management Plans of systems and equipment directly related to the Statement of Work (SOW).
- (i) Senior Engineering Technician \*: The Senior Engineering Technician must be a high school graduate and be a graduate of military schools which have provided an in-depth knowledge of naval shipboard systems maintenance and operation or be a graduate of a trade, industrial or correspondence school for engineering and have fifteen years of experience involving naval ships HM&E equipment. The most recent five years experience must be directly related to the design, operation, maintenance, or testing of US Naval ship's HM&E equipment.
- (j) Junior Engineering Technician: The Engineering Technician should be a graduate of high school, trade, industrial or correspondence school for engineering and have three years of practical experience involving US Navy ships HM&E equipment.
- (k) Engineering Technician: The Engineering Technician should be a graduate of high school, trade, industrial or correspondence school for engineering and have six years of practical experience involving US Navy ships HM&E equipment.

- (l) Draftsman: The Draftsman must have five years practical experience in graphic arts and a demonstrated knowledge of graphic production equipment.
- (m) Word Processor: The Word Processor shall be a high school graduate or equivalent, must have three years experience in word processing, data entry, formatting, and operation of word processing equipment, must have two years experience in use of spreadsheet software and basic database setup, and must have formalized word processing software utilization.
- (n) Computer Science Engineer: The computer science engineer should have completed a full 4-year course of study in an accredited college or university leading to a Bachelor's degree or higher in computer science engineering with 30 semester hours in a combination of mathematics, statistics, and computer science. At least 15 of the 30 semester hours must have been in any combination of statistics and mathematics that included differential and integral calculus. Computer science engineer should have six years of practical experience involving US Navy maintenance databases and systems.
- (o) Computer Programmer: The computer programmer should have completed a full 4-year course of study in an accredited college or university leading to a Bachelor's degree or higher in computer science or information technologies. The Computer programmer should have at least one year's experience within the last three years performing electronic data processing computer maintenance programming for a multi-programming computer system and conducting systems analysis design and three years' experience, within the last three years, in computer programming, utilizing Common Business-Oriented Language (COBOL), Basic Assembler Language, or fourth-generation computer languages such as MAPPER, FOCUS, MUMPS and NATURAL for medium-to-large scale third-generation computers, one year of which must have been in electronic data processing computer maintenance programming for a multi-programming computer system and conducting systems analysis.
- (p) Software Technician: The computer software technician should have completed a full 4-year course of study in an accredited college or university leading to a Bachelor's degree or higher in computer science or information technologies and must have 2 years of specialized experience performing the range of duties as described below:
  1. specialized experience including the performance of such tasks as translating detailed logical steps developed by others into language codes that computers accept where this required understanding of procedures and limitations appropriate to use of programming language.
  2. Interviewing subject-matter personnel to get facts regarding work processes, and synthesizing the resulting data into charts showing information flow.
  3. Operating computer consoles where this involved choosing from among various procedures in responding to machine commands or unscheduled halts.
  4. Scheduling the sequence of programs to be processed by computer where alternatives had to be weighed with a view to production efficiency.
  5. Preparing documentation on cost/benefit studies where this involved summarizing the material and organizing it in a logical fashion.
  6. Manipulating data, databases and software for various operating systems and platform applications.
  7. Developing and maintaining web based requirements.

\* - Denotes KEY personnel.

### SECTION 3 – PAST PERFORMANCE/ CORPORATE EXPERIENCE

The offerors will be evaluated regarding their past performance in the past three (3) years, and corporate experience on related programs in the past five (5) years. Offerors at a minimum should provide a sampling of work accomplished related to On-site engineering and other technical support to Naval, Marine Industry and/or other Government activities. These samples can cover; work samples related to supporting On-site engineering, research and development initiatives and other technical support, investigating single fuel initiatives; supporting detailed design and engineering construction support for HM&E systems on ships/submarines; providing detailed design and

engineering construction support for Habitability and Quality of life improvements on various classes of ships. Offerors can also supply examples related to Live Fire Test and Evaluation (LFT&E) programs, work examples on coding/programming of Autonomic Systems onboard ships, example of providing Electrical system analysis and evaluation on ships, and examples can also be provided related to development of the Recoverability Analysis Tool to analyze proposed ship system designs. The evaluation of this factor may also include verifying the offeror's "references" and obtaining other information outside the proposals concerning the offeror's performance history. Work specifically related to Naval Ships will be more highly rated.

#### SECTION 4 – MANAGEMENT/QUALITY ASSURANCE PLAN

The written proposals should include a thorough management/quality assurance plan for implementing the various tasks. This plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques, the level of detail presented and the amount of tracking or oversight used by the offeror. It should be evident in the proposal that there exists sufficient management to resolve both routine "every day" problems and more complex issues. Written proposals should also evidence the extent to which Small, Small Disadvantaged, Veteran Owned, Service Disabled Veteran Owned, and Women-Owned Businesses, Historically Black Colleges or Universities and Minority Institution Subcontracting such firms are specifically identified in the proposal and subcontracting plan, the extent of commitment to use such firms, the complexity and variety of the work such firms are to perform and the extent of participation of such firms in terms of the value of the total acquisition will be evaluated. Although FAR 52.219-9 does not apply to small businesses, FAR 52.219-8 does apply and small business are required to address this factor.

#### SECTION 5 - FACILITIES

The written proposals should include adequate information to demonstrate sufficient facilities and infrastructure. Hardware and software capabilities should be sufficient to successfully complete assigned tasks related to the scope of work.

#### (3) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

##### Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Sections C.4 and C.7. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an Offeror's proposed labor category differs in name from those listed in Section C.7, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

**Subcontracting Costs:** The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

**Consultants:** If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

**Indirect Rates:** Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

**Facilities Capital Cost of Money:** If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

**Fee:** Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Support Costs:** These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.



## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M03 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Personnel and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either outstanding, good, satisfactory, unacceptable, but capable of being upgraded, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) *Evaluation of Indirect Rates Applicable to Support Costs:*

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate that would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

**(d) *Competitive Acquisition Instructions.***

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**(e) *Discussion/Final Proposal Revisions.*** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

**(f) *Basis for Contract Award.*** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and

weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

# 1. TECHNICAL FACTORS

	<u>POINTS</u>
A. PERSONNEL	<b>44</b>
A-1. Program Manager	08
A-2. Project Manager	08
A-3. Senior Engineer	07
A-4. Engineer	07
A-5. Systems Analyst	07
A-6. Senior Engineering Technician	07
B. PAST PERFORMANCE/CORPORATE EXPERIENCE	<b>36</b>
B-1. Corporate Experience	26
B-2. Past Performance	10
C. MANAGEMENT/QUALITY ASSURANCE	<b>12</b>
C-1. Management Ability	06
C-2. Organizational Structure	02
C-3. Quality Assurance Plan	02
C-4. Management of participation by Small and Small Disadvantaged Business	02
D. FACILITIES	<b>08</b>
D-1. Hardware Capabilities	04
D-2. Software Capabilities	04

Factor A is more important than Factor B. Factor B is more important than Factor C. Factor C is more important than Factor D.

**2. COST** - Cost is currently considered to be one of the least important evaluation factors. The Government reserves the right to increase the relative importance of cost in the event of an equality in the evaluation of the other factors being considered.

## EVALUATION OF FACTOR A – PERSONNEL

Factor A, Personnel, will be an evaluation of the proposed personnel based on education, training and experience as described in the required labor categories contained under Section C of the solicitation, **and specific experience directly related to the task statements in the Scope of Work.** Availability of the proposed key personnel will be

evaluated. For each labor category, each evaluator will assign an adjectival score between 0% and 100% corresponding to the level of education training and experience of the personnel presented in the resumes. All resumes for a given category will be averaged to come up with a single evaluation score for each labor category. This average will be multiplied by the weight of each sub-factor (labor category) to determine the final score. The Scores and comments will be recorded on Form A. The labor categories are as follows:

Factor A Sub-factors

A-1. Program Manager

A-2 Project Manager

A-3. Senior Engineer

A-4. Engineer

A-5. Systems Analyst

A-6. Senior Engineering Technician

Sub-factor A-1 and A-2 are equally important. Sub-factors A-3 through A-6 are equally important, but less important than Sub-factors A-1 and A-2.

## EVALUATION OF PERSONNEL

The required minimum number of key personnel resumes will be 10. One resume cannot be submitted for more than two (2) labor categories. The offerors shall use the following format for written key personnel resumes:

Labor Category

Name:

Security Clearance:

Current Employer:

Education/Training: (list any diplomas and/or degrees obtained, institution, year obtained)

Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)

Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)

References: (provide two (2) verifiable references from government or commercial customers with extensive knowledge of the individual on projects of similar size and scope of effort. Names, organization, phone numbers, and e-mail addresses should be provided.)

Signature/Date: (key personnel shall sign and date the resume)

## EVALUATION OF FACTOR B – PAST PERFORMANCE/CORPORATE EXPERIENCE

### EVALUATION GROUPING

Evaluation Factor B will be based on the offeror's overall corporate experience in providing engineering and technical support in the task areas specified in the Statement of Work Section C, and documented past performance within the past three (3) years. Each sub-factor will be given an adjectival score between 0% and 100%, which will be multiplied by the weight of each sub-factor to determine the final score. Scores and comments will be recorded on Form B, which has two sub-factors listed below.

Factor 2 Sub-factors

B-1. Corporate Experience

B-2. Past Performance

Sub-factor B-1 is the most important. Sub-factor B-2 is less important than Sub-factor B-1.

### **EVALUATION OF FACTOR B-1, CORPORATE EXPERIENCE**

Greatest value will be given to those responses, which demonstrate corporate experience within the last five (5) years with engineering and technical services directly related to the processes, procedures, products and services required in the support of Hull Mechanical and Electrical (HM&E) Programs, specifically on naval vessels and shore establishments. Offerors at a minimum should provide a sampling of work accomplished related to On-site engineering and other technical support to Naval, Marine Industry and/or other Government activities. These samples can cover; work samples related to supporting On-site engineering, research and development initiatives and other technical support, investigating single fuel initiatives; supporting detailed design and engineering construction support for HM&E systems on ships/submarines; providing detailed design and engineering construction support for Habitability and Quality of life improvements on various classes of ships. Offerors can also supply examples related to Live Fire Test and Evaluation (LFT&E) programs, work examples on coding/programming of Autonomic Systems onboard ships, example of providing Electrical system analysis and evaluation on ships, and examples can also be provided related to development of the Recoverability Analysis Tool to analyze proposed ship system designs. The evaluation of this factor may also include verifying the offeror's "references" and obtaining other information outside the proposals concerning the offeror's performance history. Work specifically related to Naval Ships will be more highly rated.

### **EVALUATION OF FACTOR B-2, PAST PERFORMANCE**

Documented past performance within the past three (3) years will be evaluated. Offerors should provide a list of three (3) contracts or subcontracts presently active or completed within the past three years for which tasks supported the federal or local government. The following information should be provided for each contract listed: name of contracting activity, contract number, contract type, contract ceiling of labor hours and labor categories, actual number of labor hours tasked/authorized to offeror by labor category, type of work (short description, 300 words or less), contracting officer and phone #, technical government POC and phone #, Program sponsor government POC and phone #, relative past work (explain in 300 words or less how work performed is related to the scope of work). Rating values will be based on how well the contractor performed on contracts listed. Quality of past performance will be determined based on information provided by the offeror including information received by contract POCs, and information gathered from other resources. Greatest value will be given to those responses which demonstrate high quality past performance directly related to the SOW.

### **EVALUATION OF FACTOR C - MANAGEMENT/QUALITY ASSURANCE PLAN**

#### **EVALUATION GROUPING**

Evaluation of Factor C will be based on the offerors demonstration of their ability to provide an adequate organizational structure management plan and quality assurance plan to accomplish the Statement of Work, Section C. Each sub-factor will be given an adjectival score between 0% and 100%, which will be multiplied by the weight of each sub-factor to determine the final score. The scores and comments will be recorded on Form C attached. This factor is broken up into four (4) sub-factors, listed below.

Factor C Sub-factors

C-1. Management Ability

C-2. Organizational Structure

C-3. Quality Assurance Plan

C-4 Management of participation

By Small and Small Disadvantaged

Business

Sub-factor C-1 is most important. Sub-factors C-2 through and C-4 are equally important, but less important than Sub-factor C-1.

**EVALUATION SUB-FACTOR C-1, MANAGEMENT ABILITY**

The evaluation of this sub-factor is related to the offeror's management ability.

Greatest value will be given to those offerors who demonstrate the capability of managing labor resources, who can effectively control and report cost and performance and who can resolve problems. The offeror should demonstrate the capability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, and add and reduce manpower when required.

**EVALUATION SUB-FACTOR C-2, ORGANIZATIONAL STRUCTURE**

The evaluation of this sub-factor is related to the offeror's organizational structure for controlling the tasks specified in the Statement of Work, Section C.

Greatest value will be given to those offerors who propose an adequate organization which can coordinate team efforts and assert effective management and cost control and supervision of personnel (including subcontractor, if any) to ensure timeliness and accuracy of deliverables for the varied task areas involved.

**EVALUATION SUB-FACTOR C-3, QUALITY ASSURANCE PLAN**

The evaluation of this sub-factor is related to the offeror's Quality Assurance Plan.

Greatest value will be given to those offerors who possess and maintain an effective quality assurance plan. This plan should demonstrate the offeror's capability to document and initiate procedures necessary to accomplish the varied task areas involved.

**EVALUATION SUB-FACTOR C-4, MANAGEMENT OF PARTICIPATION BY SMALL AND SMALL DISADVANTAGED BUSINESS**

The evaluation of this sub-factor is related to the extent to which offerors identify and commit to small business and to small disadvantaged business, historically black college and university, or minority institution performance of contract, whether as a joint venture, teaming arrangement, or subcontractor.

Criteria for evaluation may include:

- a. The extent to which firms are specifically identified in proposals
- b. The extent of commitment to use such firms
- c. The complexity and variety of the work small firms are to perform
- d. The realism of the proposal
- e. The extent of participation of such firms in terms of the value of the total acquisition.

**EVALUATION OF FACTOR D - FACILITIES****EVALUATION GROUPING**

Evaluation of Factor D will be based on the offerors demonstration of adequate facilities infrastructure and resources. Each sub-factor will be given an adjectival score between 0% and 100%, which will be multiplied by the weight of each sub-factor to determine the final score. Scores and comments will be recorded on Form D, which has two sub-factors listed below.

Factor D Sub-factors

D-1. Hardware Capabilities

D-2. Software Capabilities

Sub-factors D-1 and D-2 are equally important.

**EVALUATION SUB-FACTOR D-1, HARDWARE CAPABILITIES**

The evaluation of this sub-factor is related to the offeror's resources and hardware necessary to successfully support the Scope of Work. Evidence of PCs, Laptops is necessary. Adequate connectivity to Program Manager (e.g. cell phone, PC, email, etc.)

**EVALUATION SUB-FACTOR D-2, SOFTWARE CAPABILITIES**

The evaluation of this sub-factor is related to the offeror's software resources necessary to successfully support the Scope of Work. Evidence of individual email accounts, Internet, NAVSEA Phila Web-site, MS Office, MS-Project, Photo Management programs, and Windows Operating System.